

EXHIBIT I

Jason R. Melzer - 027742003
Patricia C. Schiraldi - 248182017
COLE SCHOTZ P.C.
Court Plaza North
25 Main Street
P.O. Box 800
Hackensack, New Jersey 07602-0800
201-489-3000
201-489-1536 Facsimile
Attorneys for Redi-Data, Inc.

REDI-DATA, INC.,

Plaintiff,

v.

INTERNATIONAL BUSINESS MACHINES
CORPORATION,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY
DOCKET NO.

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, Redi-Data, Inc. (“Redi”), by way of its Complaint against the defendant,
International Business Machines Corporation (“IBM”), states and alleges as follows:

THE PARTIES

1. Redi is a New Jersey corporation that maintains a principle place of business at 107 Little Falls Road, Fairfield, New Jersey 07004.
2. IBM is a New York corporation that maintains a principal place of business at 1 New Orchard Road, Armonk, New York 10504.

JURISDICTION AND VENUE

3. This Court has jurisdiction over IBM pursuant to Rule 4:4-4 because IBM contracted with Redi to provide services in New Jersey and Redi’s claims arise from the transaction of such business.

4. Moreover, IBM systematically conducts business in the State of New Jersey.

5. Venue is proper in this Court pursuant to Rule 4:3-2(a)(3) because Redi resides in Essex County and the cause of action arose in Essex County.

INTRODUCTION

6. Redi has sustained substantial damages as a result of IBM's failure to perform its obligations under the parties' agreement. Redi contracted with IBM for email deployment services and cloud services. IBM not only failed to fulfill its obligations under the agreement, it also wrongfully retained funds prepaid for services not rendered, despite numerous demands for a refund by Redi. Redi, on the other hand, has met all of its obligations under the agreement, and has been left with no other option but to commence this suit against IBM.

FACTS COMMON TO ALL CLAIMS

7. Redi provides, among other services, email deployment services to medical professionals on behalf of life science companies and their advertising agencies.

8. Redi relies on IBM to facilitate email deployment services to its clients.

9. Redi entered into an agreement ("Agreement") with IBM to deliver US based email deployment services for a large life science company for a 12 month period ending December 31, 2018. (A copy of the Agreement is appended hereto as Exhibit A).

10. Pursuant to the Agreement, Redi agreed to pay IBM a total of \$65,633.90 for, among other things, IBM's digital campaign automation services for a thirteen (13) month period. (A copy of the IBM Invoice for \$65,633.90 is attached hereto as Exhibit B).

11. Redi contracted with IBM, to use IBM's Silverpop "Cloud Service" deployment platform for this same period and prepaid the annual fee related to this service.

12. On January 2, 2018 Redi issued a check to IBM for \$65,633.90, which IBM cashed. (A copy of the check is appended hereto as Exhibit C).

13. IBM's services are not Redi's "primary purpose or most significant component of marketing services" for Redi, and Redi's services "provide added value to end customers" in the medical profession "over and above the use of the Cloud Service[.]" See Exhibit A page 7.

14. To date, IBM has not made Redi aware of any material breaches of Redi's obligations under the Agreement, a security breach, or a violation of United States law.

15. On April 6, 2018, a foreign online policing entity called the Spamhaus Project, Ltd. ("Spamhaus") blacklisted Redi, which had the effect of redirecting legitimate Redi emails into recipients' junk mailboxes as opposed to their inboxes.

16. Spamhaus tracks email spammers and spam-related activity on the internet and compiles lists of domain names Spamhaus believes engages in spamming. These lists are referred to as blacklists.

17. Upon information and belief, Spamhaus informed IBM that Redi was placed on its blacklist.

18. Spamhaus' actions of placing Redi on its blacklist were unjustified and improper.

19. Spamhaus subsequently removed and later reinstated Redi on its blacklist without explanation several times.

20. The Agreement between Redi and IBM does not require that Spamhaus—a foreign entity—approve Redi's business model in order for IBM to facilitate service under the Agreement.

21. There is no requirement in the Agreement that recipients of emails "opt in" to receiving messages before they are sent from Redi's IBM account.

22. Indeed, Redi's business operation and business model are in full compliance with all United States laws, including the CAN-SPAM Act of 2003, 15 U.S.C. § 7701-7713.

23. Nevertheless, on April 6, 2018, in response to Spamhaus's improper actions, IBM terminated Redi's access to email deployment platform and services, as agreed upon in the Agreement, thereby paralyzing Redi's email deployment business.

24. Since then, Redi has made numerous requests of Redi to reinstate IBM's service under the Agreement.

25. Despite these requests for IBM to perform its obligations under the Agreement, IBM has refused to reactivate service, and therefore, IBM is in breach of the Agreement.

26. On May 14, 2018, left with no alternative, Redi requested a refund for the unused balance on the account, which was paid in anticipation of services being rendered under the Agreement.

27. A breakdown of funds paid by Redi per the Agreement for services not performed by IBM is listed below:

IBM Watson Campaign Automation Engage Message			
	Qty	Unit Price	Amount
By Contract	54,158,000	0.001098	\$59,465.22
Used	9,351,902	0.001098	\$10,268.29
Due to Redi-Data, Inc			\$49,196.93
IBM WATSON CAMPAIGN AUTOMATION -ADDON-EMAIL- INSIGHTS OPENS- FUNCTION- HUNDRED THOUSAND EVENTS PER MONTH			
	# Month	Unit Price	Amount
By Contract	13	\$45.50	\$591.50
Used	4	\$45.50	\$182.00
Due to Redi-Data, Inc			\$409.50
IBM WATSON CAMPAIGN AUTOMATION-ADDON-IP ADDRESS- RESOURCE-REPUTATION IDENTITY PER ANNUM			
	# Month	Unit Price	Amount
By Contract	13	\$426.00	\$5,538.00
Used	4	\$426.00	\$1,704.00
Due to Redi-Data, Inc			\$3,834.00

Total due to Redi-Data, Inc	\$53,440.43
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28. IBM refused and refuses to provide a refund for the total amount due to Redi, which amounts to \$53,440.43.

29. On June 6, 2018, Redi's counsel mailed a letter to IBM demanding a refund of wrongfully retained funds for services not rendered, but again, IBM refused.

30. As a result, Redi has suffered substantial damages.

31. As a consequence of IBM breaching its contract with Redi, Redi's relationships with its customers have been severely impacted and Redi has suffered damages resulting therefrom.

FIRST COUNT
(Breach of Contract)

32. Redi repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

33. The Agreement constitutes a valid and enforceable agreement by and between Redi and IBM.

34. Notwithstanding its obligations under the Agreement, IBM has failed to provide email deployment services, and refuses to restart the server. In addition, IBM has refused to refund Redi for funds wrongfully retained.

35. Redi has performed its obligations under the Agreement.

36. As a direct and proximate result of IBM's breach of the Agreement, Redi has suffered substantial monetary damages.

WHEREFORE, Plaintiff, Redi-Data, Inc., hereby demands judgment on the Defendant, International Business Machines Corporation, as follows:

- A. an award of compensatory damages;
- B. consequential damages;
- C. interest, attorneys' fees and costs; and
- D. other damages to be determined at trial.

SECOND COUNT
(Unjust Enrichment)

37. Redi repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

38. IBM has failed and refused to refund Redi \$53,440.43, which amounts to the total unused balance on the account.

39. As a consequence of its failure to refund the unused balance, IBM has received a substantial financial benefit.

40. IBM understood that Redi reasonably expected to receive a refund of its payment for services not rendered.

41. Despite demand for payment, IBM has wrongfully retained substantial financial benefits and under circumstances in which it would be inequitable to do so, resulting in unjust enrichment.

WHEREFORE, Plaintiff, Redi-Data, Inc., hereby demands judgment on the Defendant, International Business Machines Corporation, as follows:

- A. an award of compensatory damages;
- B. consequential damages;
- C. interest, attorneys' fees and costs; and
- D. other damages to be determined at trial.

THIRD COUNT

(Breach of the Implied Covenant of Good Faith and Fair Dealing)

42. Redi repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

43. A valid Agreement exists between Redi and IBM.

44. Redi performed its obligations under the Agreement.

45. IBM acted in bad faith and with malicious motive by failing to reactivate Redi's access to IBM's server, despite repeated demands that IBM do so.

46. IBM has acted in bad faith and with malicious motive by failing to refund Redi for funds wrongfully retained.

47. IBM has denied Redi its bargained for benefit to transmit emails through IBM's server, and thus has breached the implied covenant of good faith and fair dealing.

48. IBM's conduct has caused Redi to suffer damage.

WHEREFORE, Plaintiff, Redi-Data, Inc., hereby demands judgment on the Defendant, International Business Machines Corporation, as follows:

- A. an award of compensatory damages;
- B. consequential damages;
- C. interest, attorneys' fees and costs; and
- D. other damages to be determined at trial.

COLE SCHOTZ P.C.
Attorneys for Plaintiff, Redi-Data, Inc.

By: /s/ Jason R. Melzer
Jason R. Melzer
Patricia C. Schiraldi

DATED: August 16, 2018

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of Rule 4:25-4, this Court is hereby advised that Jason R. Melzer, Esq. is designated as trial counsel for Redi-Data, Inc.

COLE SCHOTZ P.C.
Attorneys for Plaintiff, Redi-Data, Inc.

By: /s/ Jason R. Melzer
Jason R. Melzer
Patricia C. Schiraldi

DATED: August 16, 2018

JURY DEMAND

Plaintiff demands a trial by jury for all issues so triable.

COLE SCHOTZ P.C.
Attorneys for Plaintiff, Redi-Data, Inc.

By: /s/ Jason R. Melzer
Jason R. Melzer
Patricia C. Schiraldi

DATED: August 16, 2018

CERTIFICATION

I certify that the foregoing matter in controversy is not the subject of a pending action or arbitration proceeding, nor is any action or arbitration proceeding contemplated at this time. I further certify that, to the best of my knowledge, no other parties need be joined in this matter.

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

By: /s/ Jason R. Melzer
Jason R. Melzer
Patricia C. Schiraldi

DATED: August 16, 2018

EXHIBIT A

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM Quotation

Attn: Peter Brooks
Redi-Data, Inc
107 Little Falls Rd
FAIRFIELD NJ 07004-2105
UNITED STATES

IBM Site Number: 3729917
IBM Customer Number: 7490176

Dear Peter Brooks

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

This quotation is valid from 14-Dec-2017 and will expire on 31-Dec-2017.
We look forward to your order.

To place your order, please contact the IBM Representative below to notify them of your preferred business partners for this quotation. You may also contact your IBM Representative for any questions regarding your quotation.

Yours sincerely,

MARK L. COLEMAN
Phone Number: 1-203-448-7214
Fax Number:
E-mail Address: mlcolema@us.ibm.com

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM Quotation

Quotation Information

Number: 17858719
Effective Date: 14-Dec-2017
Expiration Date: 31-Dec-2017

Customer Information

Attn: Peter Brooks
Redi-Data, Inc
107 Little Falls Rd
FAIRFIELD NJ 07004-2105
UNITED STATES

Sales Representative

IBM Contact: MARK L. COLEMAN
Phone Number: 1-203-448-7214
E-mail Address: mlcolema@us.ibm.com

IBM Site Number: 3729917
IBM Customer Number: 7490176

Summary

Software, Appliance, and Subscription and Support Total	0.00
Software as a Service Total	65,593.32
Estimated Tax	40.58
Total	65,633.90 USD

Software as a Service

Subscription Entitlements

IBM Watson Campaign Automation Engage Message 1000 Digital Messages per Month

Subscription Part#: D1AVQLL
Overage Part#: D1AW6LL
Billing: Upfront
Unit Price: Tiered
Start date: 05-Dec-2017

Committed Term: 13 Months
Committed Term Price Change: Not applicable
Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
1	4,166	1-13	59,465.12	59,465.12	1.6300
Subtotal				59,465.12 USD	

IBM Watson Campaign Automation-Service Level Agreement

Subscription Part#: D1ILHLL
Billing: Upfront
Unit Price: Tiered
Start date: 05-Dec-2017

Committed Term: 13 Months
Committed Term Price Change: Not applicable
Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price
2	1	1-13	0.00	0.00
Subtotal				0.00 USD

International Business Machines Corporation
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15264-3600



IBM Watson Campaign Automation-AddOn-Email Insights Opens-Function-Hundred Thousand Events per Month

Subscription Part#: D1ILKLL
Overage Part#: D1K5XLL
Billing: Upfront
Unit Price: 147.55
Start date: 05-Dec-2017

Committed Term: 13 Months
Committed Term Price Change: Not applicable
Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
3	4	1-13	590.20	590.20	11.35
Subtotal				590.20 USD	

IBM Watson Campaign Automation-AddOn-IP Address-Resource-Reputation Identity per Annum

Subscription Part#: D1MX1LL
Billing: Upfront
Unit Price: 1,107.60
Start date: 05-Dec-2017

Committed Term: 13 Months
Committed Term Price Change: Not applicable
Renewal Type: Terminate at end of current term

Item	Quantity	Month	Subscription Rate	Item Price
4	5	1-13	5,538.00	5,538.00
Subtotal				5,538.00 USD

Subscriptions Sub-Total **65,593.32 USD**

Other Entitlements

IBM Watson Campaign Automation-AddOn-Domain-Resource-Reputation Identity On Demand Set Up

Part#: D1MX0LL
Item
5

Committed Term Price Change: Not applicable
Unit Price
567.00 Per Use

IBM Watson Campaign Automation-AddOn-Inbox Monitoring-Function-Event Pay Per Use

Part#: D1MX6LL
Item
6

Committed Term Price Change: Not applicable
Unit Price
5.67 Per Use

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15264-3600



IBM Watson Campaign Automation-AddOn-Organization-Resource-Instance On Demand Set Up

Part#: D1RZ7LL

Committed Term Price Change: Not applicable

Item

Unit Price

7

500.00 Per Use

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.

Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



IBM Terms for IBM Cloud Offering Transactions

The referenced Cloud Services are governed by the terms of your Cloud Service Agreement (www.ibm.com/terms), its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents

Service Description(s) for ordered Cloud Services:
IBM WATSON CAMPAIGN AUTOMATION
<https://www.ibm.com/software/sla/sladb.nsf/sla/sd-6994-08>

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales rep to complete the provisioning data at or prior to time of order.

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



Firm Order Letter

To: Order Management

I have full authority to commit funding of 65,633.90 USD for payment under Quote Number 17858719, dated 14-Dec-2017 plus any additional on-demand, overage, and partial month charges associated with contracted Software as a Service on this quote on behalf of Redi-Data, Inc.

Bill to:

Redi-Data, Inc
107 Little Falls Rd
FAIRFIELD NJ 07004-2105
UNITED STATES

Ship to:

Redi-Data, Inc
107 Little Falls Rd
FAIRFIELD NJ 07004-2105
UNITED STATES

Contact Name: Natalya Baybik

Contact Email: nbaybik@redidata.com

Contact Phone:

Contact Name: Peter Brooks

Contact Email: pbrooks@redidata.com

Contact Phone: (862) 881-2108

Quote Contact:

Contact Name: Peter Brooks

Contact Email: pbrooks@redidata.com

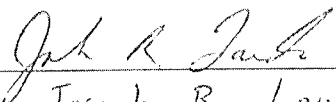
Contact Phone: (862) 881-2108

Authorized Signature:

Name(type or print):

Title:

Date:



Joseph R. Lauda

Corporate Controller

12/15/2017

IBM Sales Rep: MARK L. COLEMAN
Phone Number: 1-203-448-7214
E-mail Address: mlcolema@us.ibm.com



Addendum to IBM Quotation Terms & Conditions

The terms of this Addendum to the IBM Quotation Terms and Conditions ("Addendum") are in addition to or modify the terms and conditions of Quotation Number **17856801** ("Quotation") that accompanies this Addendum. This Addendum and the Quotation together govern this transaction for purposes of being invoiced by IBM for the Cloud Service detailed in the Quotation.

This Addendum may not be disclosed or transferred outside of your Enterprise and shall apply to the Quotation only and shall not apply to any other transaction.

1. Additional Terms and Conditions You are authorized to use the Cloud Service in furtherance of the marketing services you perform for your end customers provided that (i) such marketing services provide added value to your end customers over and above the use of the Cloud Service and (ii) the Cloud Service is not the primary purpose or most significant component of marketing services you provide to your end customers.

Once signed, any reproduction of this Addendum made by reliable means (for example, electronic image, photocopy or facsimile) is considered an original. Each of us agrees that the complete agreement, which replaces any prior oral or written communications between us regarding this transaction, consists of 1) this Addendum 2) the Service Description ("SDs") and, 3) the Cloud Services Agreement ("Agreement"), and 4) the Quotation. Capitalized terms not defined in this Addendum are defined in the Quotation, the SD, or the Agreement. You accept the terms of this Addendum by signing below. If there is a conflict between the terms of this Addendum, the Quotation, the SDs, and the Agreement, then the order of precedence is first, this Addendum; the Quotation; second, the SDs; third, the Agreement.

Agreed to:

Client Name

By

Authorized signature

Name (type or print): *Joseph R. Lauda*

Title: *Corporate Controller*

Date: *12/15/2017*

Customer identification number:

Agreed to:

International Business Machines Corporation
e-Signed by MARK COLEMAN

By

Authorized signature

Name (type or print): Mark L. Coleman

Title: Strategic Sales Manager

Date: 12/14/2017

Agreement number:

EXHIBIT B

Customer Support Customer Number Invoice Number Invoice date Page
IBM CORPORATION 7490176-00 2093670 DEC. 19, 2017 1
3039 CORNWALLIS RD
RSRCH TRI PK NC 27709

IBM.COM/CUSTOMERSUPPORT/US

Installed at



Redi-Data, Inc
Attn: Natalya Baybik
107 Little Falls Rd
FAIRFIELD NJ 07004-2105

Customer reference

FOL - 17858719

Please remit payments to
IBM CORPORATION
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms
NET DUE UPON RECEIPT

INVOICE FOR DISTRIBUTED SOFTWARE

BILL TO/IBM# : 0003729917/7490176 BILL TO NAME: REDI-DATA, INC
PAYER/IBM# : 0003729917/7490176 PAYER NAME: REDI-DATA, INC
SOLD-TO-PARTY/IBM# : 0003729917/7490176 SOLD TO PARTY NAME: REDI-DATA, INC

SHIP TO/IBM# : 0003729917/7490176 INCO TERMS : FOB SHIPPING POINT
REDI-DATA, INC
ATTN: PETER BROOKS
107 LITTLE FALLS RD
FAIRFIELD NJ 070042105
SHIP VIA : BEST METHOD
SALES ORDER NO : 1100001514

ITEM NUMBER	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
10	4	D1ILKLL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-EMAIL INSIGHTS OPENS-FUNCTION-HUNDRED THOUSAND EVENTS PER MONTH START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	136.20	544.80
30	4	D1ILKLL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-EMAIL INSIGHTS OPENS-FUNCTION-HUNDRED THOUSAND EVENTS PER MONTH START DATE: 05-DEC-2018 END DATE: 04-JAN-2019	11.35	45.40
50	4166	D1AVQLL	IBM WATSON CAMPAIGN AUTOMATION ENGAGE MESSAGE 1000 DIGITAL MESSAGES PER MONTH START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	13.18	54,890.88
60	4166	D1AVQLL	IBM WATSON CAMPAIGN AUTOMATION ENGAGE MESSAGE 1000 DIGITAL MESSAGES PER MONTH START DATE: 05-DEC-2018 END DATE: 04-JAN-2019	1.10	4,574.24

Invoice to	Invoice Number	Invoice date	Page
Redi-Data, Inc Attn: Natalya Baybik 107 Little Falls Rd FAIRFIELD NJ 07004-2105	2093670	DEC. 19, 2017	1
	Customer Number	Accounts Rec. Department	Amount
	7490176-00	OCA	65,633.90

Address Correction

Please remit payments to

Invoice to ☐ Installed at ☐



IBM CORPORATION
 P.O. BOX 643600
 PITTSBURGH, PA 15264-3600

Remittance Copy

Customer Support:

ibm.com/customersupport/us

12 261311 7490176 121917 020009030607003 006563390

To assure proper credit please detach this portion and return with remittance.

INVOICE FOR DISTRIBUTED SOFTWARE

BILL TO/IBM#	: 0003729917/7490176	BILL TO NAME: REDI-DATA, INC
PAYER/IBM#	: 0003729917/7490176	PAYER NAME: REDI-DATA, INC
SOLD-TO-PARTY/IBM#	: 0003729917/7490176	SOLD TO PARTY NAME: REDI-DATA, INC
SHIP TO/IBM#	: 0003729917/7490176	INCO TERMS : FOB SHIPPING POINT
REDI-DATA, INC		SHIP VIA : BEST METHOD
ATTN: PETER BROOKS		SALES ORDER NO : 1100001514
107 LITTLE FALLS RD		
FAIRFIELD NJ 070042105		

ITEM NUMBER	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
10	4	D1ILKLL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-EMAIL INSIGHTS OPENS-FUNCTION-HUNDRED THOUSAND EVENTS PER MONTH START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	136.20	544.80
30	4	D1ILKLL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-EMAIL INSIGHTS OPENS-FUNCTION-HUNDRED THOUSAND EVENTS PER MONTH START DATE: 05-DEC-2018 END DATE: 04-JAN-2019	11.35	45.40
50	4166	D1AVQLL	IBM WATSON CAMPAIGN AUTOMATION ENGAGE MESSAGE 1000 DIGITAL MESSAGES PER MONTH START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	13.18	54,890.88
60	4166	D1AVQLL	IBM WATSON CAMPAIGN AUTOMATION ENGAGE MESSAGE 1000 DIGITAL MESSAGES PER MONTH START DATE: 05-DEC-2018 END DATE: 04-JAN-2019	1.10	4,574.24

Customer reference FOL - 17858719

Page 0001 OF 2

Invoice Number	2093670	Invoice date	DEC. 19, 2017	E	Customer Number	7490176-00
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International Business Machines Corporation

CONTINUED

Customer Support Customer Number Invoice Number Invoice date Page
IBM CORPORATION 7490176-00 2093670 DEC. 19, 2017 2
3039 CORNWALLIS RD
RSRCH TRI PK NC 27709

IBM.COM/CUSTOMERSUPPORT/US

Installed at



Redi-Data, Inc
Attn: Natalya Baybik
107 Little Falls Rd
FAIRFIELD NJ 07004-2105

Customer reference

FOL - 17858719

Please remit payments to

IBM CORPORATION
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Terms

NET DUE UPON RECEIPT

INVOICE FOR DISTRIBUTED SOFTWARE

ITEM NUMBER	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
70	5	DIMX1LL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-IP ADDRESS-RESOURCE-REPUTATION IDENTITY PER ANNUM START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	1,022.40	5,112.00
90	5	DIMX1LL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-IP ADDRESS-RESOURCE-REPUTATION IDENTITY PER ANNUM START DATE: 05-DEC-2018 END DATE: 04-JAN-2019	85.20	426.00
110	1	D1ILHLL	IBM WATSON CAMPAIGN AUTOMATION-SERVICE LEVEL AGREEMENT START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	0.00	0.00

INVOICE SUBTOTAL	65,593.32
TELECOM SALES/USE TAX	40.58
TOTAL TAX	40.58

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

IF NOT PAID BY 17-JAN-2018, PAY THE AMOUNT DUE PLUS A LATE
PAYMENT FEE OF \$1,312.68 FOR A TOTAL OF \$66,946.58. IF
PAYMENT IS NOT MADE WITHIN ONE MONTH OF 17-JAN-2018, THEN
ADDITIONAL CHARGES MAY APPLY.

242

Original Invoice

PLEASE PAY THIS AMOUNT

65,633.90

Invoice to Redi-Data, Inc
Attn: Natalya Baybik
107 Little Falls Rd
FAIRFIELD NJ 07004-2105

Invoice Number 2093670
Customer Number 7490176-00

Invoice date DEC. 19, 2017
Accounts Rec. Department OCA

Page 2
Amount 65,633.90

Address Correction

Please remit payments to

Invoice to ☐ Installed at ☐

IBM CORPORATION
P.O. BOX 643600
PITTSBURGH, PA 15264-3600

Remittance Copy

Customer Support:

ibm.com/customersupport/us

12 261311 7490176 121917 020009030607003 006563390

To assure proper credit please detach this portion and return with remittance.

INVOICE FOR DISTRIBUTED SOFTWARE

ITEM NUMBER	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT
70	5	DIMXILL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-IP ADDRESS-RESOURCE-REPUTATION IDENTITY PER ANNUM START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	1,022.40	5,112.00
90	5	DIMXILL	IBM WATSON CAMPAIGN AUTOMATION-ADDON-IP ADDRESS-RESOURCE-REPUTATION IDENTITY PER ANNUM START DATE: 05-DEC-2018 END DATE: 04-JAN-2019	85.20	426.00
110	1	D1ILHLL	IBM WATSON CAMPAIGN AUTOMATION-SERVICE LEVEL AGREEMENT START DATE: 05-DEC-2017 END DATE: 04-DEC-2018	0.00	0.00
INVOICE SUBTOTAL					65,593.32
TELECOM SALES/USE TAX					40.58
TOTAL TAX					40.58

THIS IS ISSUED PURSUANT TO THE IBM CUSTOMER AGREEMENT OR THE EQUIVALENT AGREEMENT BETWEEN US.

IF NOT PAID BY 17-JAN-2018, PAY THE AMOUNT DUE PLUS A LATE
PAYMENT FEE OF \$1,312.68 FOR A TOTAL OF \$66,946.58. IF
PAYMENT IS NOT MADE WITHIN ONE MONTH OF 17-JAN-2018, THEN
ADDITIONAL CHARGES MAY APPLY.

Customer reference FOL - 17858719

Page 0002 OF 2

Invoice Number 2093670 Invoice date DEC. 19, 2017 E Customer Number 7490176-00

International Business Machines Corporation

65,633.90

EXHIBIT C

Amount: \$65,633.90 Sequence Number: 5192263883
Account: [REDACTED] Capture Date: 01/08/2018
Bank Number: [REDACTED] Check Number: [REDACTED]

TO VERIFY AUTHENTICITY, SEE REVERSE SIDE FOR DESCRIPTION OF THE 11 SECURITY FEATURES

REDI-DATA, INC.
107 LITTLE FALLS ROAD
FAIRFIELD, NJ 07004

BANK OF AMERICA
NEW YORK, NY

13144 13144

PAY ***Sixty-Five Thousand Six Hundred Thirty-Three and 90/100 Dollars

DATE
Jan 2, 2018

CHECK AMOUNT
\$65,633.90

TO THE ORDER OF IBM Corporation
P.O. Box 643600
Pittsburgh, PA 15264-3600

[REDACTED]

DO NOT WRITE, SIGN OR STAMP BELOW THIS LINE

643600 20180106

DocuGuard 04524 - 11 Security Features

- DocuGuard checks are Check-21 compliant
- Prints "VOID" on front when duplicated
- Patterned background highlights security alterations
- Security warning is printed on front of check
- Microprint on back can be seen when check is held at an angle
- Coat hatching pattern when check is held when scratched with a coin
- Check verification number is part of the watermark
- Microtext print contains the DocuGuard name and is difficult to copy
- Anti-splush blocker obscures spilling of information
- Endorsement area prints "VOID" when duplicated
- Security features box lists number-variant attributes

Absence of any of these features may indicate alteration.

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Scratch box for verification number

[REDACTED]

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-005807-18

Case Caption: REDI-DATA, INC. VS INT'L BUSINESS
MACHI NES COR

Case Initiation Date: 08/16/2018

Attorney Name: JASON R MELZER

Firm Name: COLE SCHOTZ PC

Address: COURT PLAZA NORTH 25 MAIN ST

HACKENSACK NJ 076017015

Phone:

Name of Party: PLAINTIFF : Redi-Data, Inc.

Name of Defendant's Primary Insurance Company

(if known): Unknown

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

08/16/2018

Dated

/s/ JASON R MELZER

Signed